

LEASE AGREEMENT

THIS AGREEMENT, made this 31 day of October, 2000, between the BOARD OF COUNTY COMMISSIONERS OF SUMTER COUNTY, FLORIDA, hereinafter referred to as "Board", and MICHAEL BUXTON, hereinafter referred to as "Lessee".

WHEREAS, the Board owns or controls certain land known as Lake Okahumpka Park on SR 44 near Wildwood, which is currently utilized for public purposes, and

WHEREAS, the potential for vandalism exists at said property due to its proximity to public roads, and

WHEREAS, the Board desires to have someone live on said property in order to cut down on vandalism,

NOW, THEREFORE, the parties agree as follows:

1. The Board hereby leases to the Lessee a portion of the above described property as designated by the County Administrator for residential purposes only.

2. The Lessee shall not be required to pay any rent for the use of said property.

3. The Board agrees to furnish a well, pump, or water from another source, a power pole, septic tank and drain field free of charge for use by the Lessee. These items of improvement shall remain permanent improvements of the land and shall not be owned by the Lessee. If Lessee terminates this lease, these items of improvement shall remain with the property.

4. The Lessee shall install on property designated by the Board a mobile home or RV which must meet all requirements of Sumter County. The Lessee shall be responsible for all installation costs including connection to utilities furnished by the Board. The Lessee shall pay all charges for utilities and telephone.

5. In consideration for providing the above described items, the Lessee shall serve as watchman for the Board on the above described parcel. The Lessee shall notify the appropriate officials, Sumter County Sheriff, fire departments, etc. of any vandalism, unusual activity, improper or illegal gatherings, etc. which may take place on the subject property from time to time. The Lessee shall not take the law into his own hands and shall not attempt to disperse any crowd which may gather. The Lessee shall have no jurisdiction over the use of said park as his sole authority is to report incidents which may take place. The Lessee shall not have the authority to order anyone from the premises other than the immediate surroundings of his mobile home and the land found within the fence surrounding his mobile home.

6. The Lessee shall maintain his mobile home or RV and the property surrounding his mobile home in a clean and orderly fashion.

7. The Lessee shall not be construed to be an agent or employee of the Board. The Lessee shall be construed only to be a lessee with the authority to report incidents which may take place in the park.

8. The Lessee shall not be responsible for any damage which may occur to the park nor shall the Board be responsible for any damage which may occur to property owned by the Lessee including

mobile home, automobiles or any other property in and around said mobile home.

9. Either party may terminate this lease upon 30 days notice. In the event the Lessee fails to provide the watchman services as called for in this Lease Agreement, the Board may terminate this lease for any reason or for no reason at all upon 30 days notice. Lessee shall not assign or sub lease all or any portion of this lease. This lease is personal to lessee.

10. Upon termination of this lease for any reason, the Lessee shall promptly remove the mobile home and any and all other property owned by the Lessee from the property. The property leased hereunder shall be left in a clean and orderly fashion upon termination.

11. The Lessee shall make no unlawful, improper or offensive use of the premises. The Lessee shall not assign this lease or sublet any part of said premises without the prior written consent of the Board.

12. The parties hereby agree that if default shall be made in any of the terms of this lease, and if this lease is terminated under the provision of this lease for any reason, the Board shall be entitled to immediately re-enter and retake possession of the leased premises. If court action is required, the prevailing party shall be entitled to all court costs and a reasonable attorneys' fees.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.



GLORIA HAYWARD  
Clerk of Circuit Court

*[Signature]*  
DEPUTY CLERK

Witness

*[Signature]*  
Witness

BOARD OF COUNTY COMMISSIONERS  
OF SUMTER COUNTY, FLORIDA

*[Signature]*  
BENNY STRICKLAND - Chairman

*[Signature]*  
MICHAEL BUXTON